

2. Vacate such streets, roads and alleys within the area of such Development as may be necessary for the improvement thereof, and convey without charge to the PHA such interest as the City may have in such vacated areas and without cost or expense to the PHA or to the City, order the removal of all public or private utility lines and equipment from such vacated areas as is deemed necessary; and
3. Grant such deviations from the building code of the City as are reasonable and necessary to promote economy and efficiency in the improvement and administration of such Development, and at the same time safeguard health and safety; and
4. Make such changes in any zoning of the site and surrounding territory of such Development as are reasonable and necessary for the development and protection of such Development and the surrounding territory; and
5. Accept grants of easements necessary for the improvement of such Development; and
6. Cooperate with the PHA by such other lawful action or ways as the City and the PHA may find necessary in connection with the improvement and administration of such Development; and
7. Provide such services as are normally provided to other inhabitants or dwellings in the City for which the PHA will pay the City a Service Charge as stipulated elsewhere in this Agreement; and
8. Within a reasonable time after receipt of a written request from the PHA, the City will accept the dedication of all

interior streets, roads, alleys, and adjacent sidewalks within the area of such Development, together with all storm and sanitary sewer mains in such dedicated areas, after the PHA, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the City; and

9. Within a reasonable time after receipt of a written request from the PHA, the City will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Development or necessary to provide adequate access thereto (in consideration whereof the PHA shall pay to the City the amount that would be assessed against the Development site for such work if the site were privately owned); and
10. Within a reasonable time after receipt of a written request from the PHA, the City will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Development and serving the bounding streets thereof (in consideration whereof the PHA shall pay to the City the amount as would be assessed against the Development for such work if such site were privately owned).

G. If by reason of the City's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the PHA or to the residents of any Development, the PHA incurs any expense to obtain such services or facilities, then the PHA may deduct the

amount of such expense from any PILOT due or to become due to the City in respect to any Development or any other low-rent housing developments owned or operated by the PHA.

- H. No member of the governing body of the City or any other public official of the City who exercises any responsibilities or functions with respect to any Development during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in any Development or any property included or planned to be included in any Development, or any contracts in connection with such Development or property. If any such governing body member or such other public official of the City involuntarily acquires or had acquired prior to the beginning of his or her tenure any such interest, he or she shall immediately disclose such interest to the PHA.
- I. So long as any contract between the PHA and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Development remains in force and effect, or so long as any bonds issued in connection with any Development or any monies due to the Government in connection with any Development remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Development so long as the beneficial title to such Development is held by the PHA or by any other public body or governmental agency, including the Government, authorized by law to engage in

the development or administration of low-rent housing Developments. If at any time the beneficial title to, or possession of, any Development is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the City and the PHA have respectively signed and sealed this Agreement as of the day and year first above written.

APPROVED AS TO FORM


John B. McNeil
Assistant City Attorney

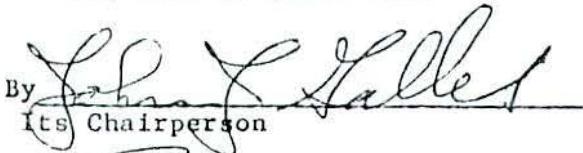
CITY OF SAINT PAUL

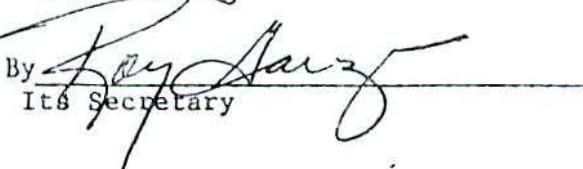
By 
George Johnson
Its Mayor

By 
Alvin B. Olson
Its City Clerk

By 
Peter Hansen
Its Director, Department of Finance
and Management Services 

PUBLIC HOUSING AGENCY OF
THE CITY OF SAINT PAUL

By 
John F. Haller
Its Chairperson

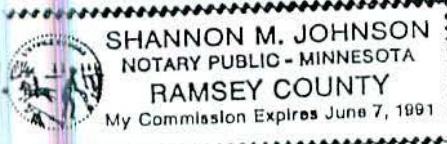
By 
Ray Sarge
Its Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

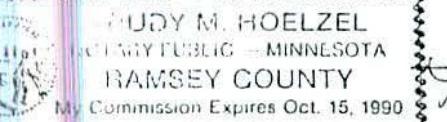
The foregoing instrument was acknowledged before me this 13th day
of November, 1984, by George Latimer, Mayor of the
CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf
of the City of Saint Paul.

Shannon M. Johnson

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)



The foregoing instrument was acknowledged before me this 20th day
of November, 1984, by Albert B. Olson, City Clerk
for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota,
on behalf of the City of Saint Paul.

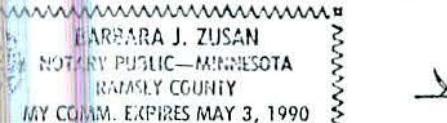


STATE OF MINNESOTA

) SS.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 13th day
of November, 1984, by Peter Farnas, Director of
the Department of Finance and Management Services for the CITY OF SAINT PAUL, a
municipal corporation of the State of Minnesota, on behalf of the City of Saint
Paul.



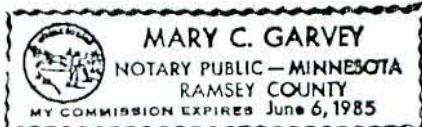
STATE OF MINNESOTA

) SS.

COUNTY OF RAMSEY)

On this 20th day of September, 1984, before me, a
notary public within and for said County, appeared John J. Galles
and Roy Garza, to me personally known, who being each by
me duly sworn, did say that they are respectively the Chairperson and Secretary
of the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, the corporation named in
the foregoing instrument, and that the instrument was signed on behalf of said
corporation by authority of its Board of Commissioners and said
John J. Galles and Roy Garza acknowledged said
instrument to be the free act and deed of said corporation.

Mary C. Garvey



Presented By _____

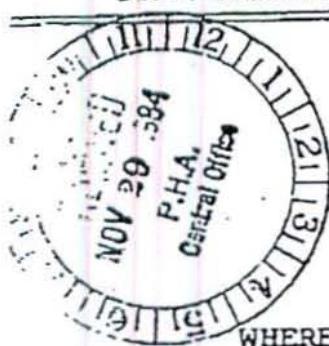
✓ Referred To CITY DEV.

Committee:

Date 10-9-84

Out of Committee By _____

Date _____



WHEREAS, The City of Saint Paul and the Public Housing Agency of the City of Saint Paul have previously entered into five separate cooperation agreements relative to the operation of low-rent housing projects by the Agency; and

WHEREAS, The City and the Agency desires to consolidate the previous agreement into one agreement embracing all low-rent housing;

NOW THEREFORE, BE IT RESOLVED, That the proper City officials are hereby authorized and directed to execute on behalf of the City said Cooperation Agreement, a copy of which is attached hereto.

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